

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MOLDEX-METRIC, INC., a
California corporation,

Plaintiff,

v.

SWEDSAFE AB, a Swedish company,
Defendant.

CASE NO. 2:18-cv-03502-JFW-AGR

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

The Court having read and reviewed the parties' Stipulation for Consent Judgment and Permanent Injunction, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Moldex owns the bright green trademark used with Moldex's earplug products as shown in Exhibit 1 hereto (the "Green Color Trademark").

2. SwedSafe offers for sale, sells, exports to, advertises and/or markets earplug products with bright green colors, examples of which are shown in Exhibit 2 (the "Accused Products") in the United States.

3. Moldex's Green Color Trademark is valid and enforceable with respect to all past, present, and future SwedSafe bright green earplug products, and is

1 infringed by the Accused Products in the United States, which are likely to cause
2 confusion in the United States.

3 4. SwedSafe acknowledges that Moldex's Green Color Trademark has
4 been marketed for over 35 years and has acquired secondary meaning among buyers
5 of bright green earplugs in the United States as a source identifier for Moldex's
6 earplugs and distinguishes Moldex's earplugs from the earplugs sold by others.

7 5. Except as provided in the confidential Settlement Agreement between
8 the parties, SwedSafe and its officers, directors, agents, servants, employees,
9 attorneys, assignees, and all persons or entities in active concert or participation
10 with, through, or under SwedSafe are hereby permanently enjoined from knowingly,
11 directly or indirectly, (1) making (or having made for them), offering to sell, selling,
12 exporting, importing, advertising and/or marketing the Accused Products and any
13 other earplugs comprised in whole or in part of a bright green color that is likely to
14 cause confusion with Moldex's Green Color Trademark in the United States; and (2)
15 assisting, aiding, or abetting any other person or entity in or performing any of the
16 activities referred to in (1).

17 6. This Court shall retain jurisdiction of this action for the sole purpose
18 of enforcing this Consent Judgment and Permanent Injunction.

19 7. Each party to this Action shall pay its own attorneys' fees and costs in
20 connection with the resolution of this Action. In any action to remedy, prevent or
21 obtain relief under this Consent Judgment and Permanent Injunction, the prevailing
22 Party shall be awarded his, her, or its reasonable attorneys' fees and costs.

23 8. No appeal shall be taken by any party from this Consent Judgment and
24 Permanent Injunction, the right to appeal being expressly waived by all parties.

25 9. To the extent not specifically addressed herein, all claims,
26 counterclaims, and affirmative defenses are dismissed with prejudice. This Consent
27 Judgment and Permanent Injunction concludes this action.

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1 The Clerk is directed to enter this Consent Judgment and Permanent
2 Injunction without further notice.

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5 DATED: June 18, 2019

By: 

Hon. John F. Walter
United States District Judge